Judge:	Hon. Marc L. Barreca
Chapter:	Chapter 7
Hearing Date:	June 1, 2012
Hearing Time:	9:30 a.m.
Hearing Site:	700 Stewart St, #7106 Seattle, WA 98101
Response Date:	May 25, 2012

UNITED STATES BANKRUPTCY COURT FOR THE
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re: ADAM GROSSMAN , Debtor.	Case No. 10-19817 **DECLARATION OF DENICE MOEWES IN SUPPORT OF TRUSTEE'S S MOTION TO APPROVE COMPROMISE AND SETTLEMENT OF ISSUE RELATING TO REAL PROPERTY LOCATED AT 868 MONTCREST DRIVE, REDDING, CALIFORNIA 96003**

DENICE MOEWES declares under penalty of perjury of the laws of the State of Washington as set forth below.

1. I am over the age of 21 and am competent to testify to the matters set forth herein.

2. I am an attorney for Wood & Jones, P.S., and we represent Ronald G. Brown, the Chapter 7 Trustee.

3. Attached hereto as Exhibit "1" is a true and correct copy of the Decree of Dissolution entered in King County Superior Court on December 14, 2010.

4. Based on valuations obtained from the Trustee's real estate agent, and liens listed on title reports obtained by my office, we believe that there is approximately $150,000.00

Wood & Jones, P.S.
303 N. 67th Street
Seattle WA 98103
(206) 623-4382

in equity in the Montcrest Property, $220,000.00 of equity in the Glennview Property, $50,000.00 in the Metro Way Property and little, if any, equity in the Strauss Lane Property.

Signed and dated this 10th day of May, 2012 at Seattle, Washington.

Denice E. Moewes
Denice E. Moewes

Wood & Jones, P.S.
303 N. 67th Street
Seattle WA 98103
(206) 623-4382

EXHIBIT“1”

IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY

In re the Marriage of:	)	
	)	
JILL IRINA BORODIN,	)	NO. 09-3-02955-9 SEA
	)	
Petitioner,	)	**DECREE OF DISSOLUTION (Marriage)**
	)	
and	)	
	)	
ADAM REED GROSSMAN,	)	**[X] CLERK'S ACTION REQUIRED**
	)	**[X] LAW ENFORCEMENT NOTIFICATION, ¶ 3.10 BELOW**
Respondent.	)	
	)	

I. JUDGMENT/ORDER SUMMARIES

1.1 RESTRAINING ORDER SUMMARY.

Restraining Order Summary is set forth below:

Name of person(s) restrained:	ADAM R. GROSSMAN
Name of person(s) protected:	JILL I. BORODIN
See paragraph 3.10	

Violation of a Restraining Order in Paragraph 3.10 Below With Actual Knowledge of its Terms is a Criminal Offense Under Chapter 26.50 RCW and Will Subject the Violator to Arrest. RCW 26.09.050.

ORIGINAL

1.2 REAL PROPERTY JUDGMENT SUMMARY.

Real Property Judgment Summary is set forth below:

Assessor's property tax parcel number: 020850-0100-8 (Washington home)

1.3 MONEY JUDGMENT SUMMARY.

A.	Judgment Creditor	Jill I. Borodin
B.	Judgment Debtor	Adam Reed Grossman
C.	Principal Judgment Amount (Property Settlement)	~~$56,405~~ ~~[illegible]~~ TBD
D.	Interest to date of Judgment	N/A
E.	Attorney's Fees	
F.	Costs	N/A
G.	Other Recovery Amount:	
H.	Principal judgment shall bear interest at 12% per annum.	
I.	Attorney's fees, costs and other recovery amounts shall bear interest at 12% per annum.	
J.	Attorney for Judgment Creditor	Karma L. Zaike
K.	Attorney for Judgment Debtor	Emily J. Tsai

END OF SUMMARIES

II. BASIS

Findings of Fact and Conclusions of Law have been entered in this case.

III. DECREE

IT IS ***DECREED*** that:

3.1 STATUS OF THE MARRIAGE.

The marriage of the parties is hereby dissolved. Further references to the "Wife" shall be synonymous with the Petitioner, JILL I. BORODIN. Further references to the "Husband" shall be synonymous with the Respondent, ADAM R. GROSSMAN.

3.2 REAL PROPERTY.

3.2.1 6821 39th Avenue NE, Seattle, Washington. The court finds that this property is community property. This property was purchased by the parties during their marriage. The court acknowledges that the husband signed a Quit Claim deed to the home in June, 2005. **Exhibit 55.** However, first and second mortgages on the home (Exhibits 29 and 30 respectively) were arranged by the husband, held only in the Wife's name, and the loan proceeds of $101,617 were taken from the equity of the home and transferred to husband's businesses. (Exhibits 3, pg. 30, 349, 351, Tab F). The only testimony as to the value of the home was presented by the Wife to be $480,000. There was no dispute that there were two mortgages which totaled over $600,000 leaving negative equity of $120,000, which is a community debt.

This property is awarded to the Wife as her sole and separate property, free and clear of any interest in the Husband. The Wife shall henceforth assume and pay all taxes, utilities, insurance, mortgage and other obligations on said property and hold the Husband harmless and indemnify him from any liability thereon.

3.2.2 868 Montcrest Drive, Redding, CA. **Exhibit 351, Tab E, p. 31** The court finds that this property was purchased with community funds and is community property. This property is awarded to the wife.

The husband shall immediately sign all documents necessary to effectuate a prompt transfer of this property to the wife. If the Husband refuses to cooperate with immediate transfer of the property to the Wife, then attorney Krystina Larch or Margaret Doyle Fitzpatrick are appointed pursuant to CR 70 as a Commissioner in Fact to sign any necessary documents in the husband's stead.

The husband shall have the affirmative duty to disclose all aspects of ownership of the property to the wife and he shall further cooperate in signing any documents necessary to transfer the home to the Wife. The husband shall report the sale on his tax return and he shall bear any tax consequences of the sale.

3.2.3 20710 Glennview Drive, Cottonwood, CA. The court finds that this property was purchased during the marriage and is community property. This property is awarded to the husband.

3.2.4 1679 Strauss Lane, Redding, Ca. The court finds that this property, which was purchased by husband in 1989 before marriage, is the husband's separate property. The Husband shall assume and pay all taxes, utilities, insurance, mortgage and other obligations on said property. Because the husband has a HELOC in both his and wife's name, Husband shall immediately refinance this property to remove the wife's name from the mortgage.

3.2.3 773 Metro Way, Redding, Ca. Ths home was inherited by Mr. Grossman during the marriage and the court finds that this is his separate property. The home shall be awarded to the husband free and clear of any interest in the wife. The Husband shall henceforth assume and pay all taxes, utilities, insurance, mortgage and other obligations on said property and hold the Wife harmless and indemnify her from any liability thereon. If there are undisclosed liens on the 868 Montcrest property or the 20710 Glennview property that the husband fails to immediately remove, then this property may be sold to satisfy the liens.

3.3 EMPLOYMENT BENEFITS.

Each party shall retain as his or her sole and separate property, free and clear of any interest in the other, all those rights and benefits which have been derived as the result of his or her past or present employment, union affiliations, military service, United States or other citizenship and/or residence within a state including, but not limited to:

Various forms of insurance, right to social security payments, welfare payments, unemployment compensation payments, disability payments, Medicare and Medicaid payments, retirement benefits, sick leave benefits, educational benefits and grants, interests in health or welfare plans, interests in profit-sharing plans, and all other legislated, contractual and/or donated benefits, whether vested or non-vested and whether directly or indirectly derived through the activity of that specific party; provided, however, that said benefit or benefits have not been otherwise divided below. Each party is specifically awarded his or her own retirement and 401(k)/403(b) benefits.

3.4 PROPERTY TO BE AWARDED TO THE HUSBAND.

The Husband is awarded as his separate property, as shown in exhibit A attached KG GG, free and clear of any right, title or claim of the Wife, the following property, and the Wife hereby quit claims and conveys all of said property to the Husband. This Decree, when executed, shall serve as a document of conveyance from the Wife to the Husband of the following property:

3.4.1 All furniture, furnishings, clothing, personal items and personal property of any description presently in his possession.

3.4.2 All bank accounts, savings accounts and credit union accounts in his name only.

3.4.3 All life insurance policies insuring his life, for which the Wife is hereby divested of any interest as beneficiary.

3.4.4 The following automobile: 2005 Chevrolet Malibu. The Husband shall become solely obligated for all payments due or which may become due for the use, operation, maintenance and financing thereof, and shall hold the Wife harmless thereon.

3.4.5 Any property acquired by the Husband prior to marriage or subsequent to the date of the parties' separation unless otherwise specifically awarded to the Wife herein.

3.4.6 All right, title and interest in and to the business known as Terrington Davies LLC, Terrington Davies Capital Management LLC, Terrington Davies Tanager Fund LP and Ptarmigan Fund and all assets thereto, including but not limited to bank accounts, accounts receivables, work in progress. The Husband shall hold the Wife harmless and indemnify her from any debts associated with these businesses.

3.5 PROPERTY TO BE AWARDED TO THE WIFE.

The Wife is awarded as her separate property as shown in exhibit A attached, free and clear of any right, title or claim of the Husband, the following property, and the Husband hereby quit claims and conveys all of said property to the Wife. This Decree, when executed, shall serve as a document of conveyance from the Husband to the Wife of the following property:

3.5.1 All furniture, furnishings, clothing, personal items and personal property of any description presently in her possession.

3.5.2 All bank accounts, savings accounts and credit union accounts in her name only.

3.5.3 All life insurance policies insuring her life, for which the Husband is hereby divested of any interest as beneficiary.

3.5.4 The Fidelity account -7955 with an approximate balance of $236 (Ex 302). The husband shall cooperate in signing any documents needed to permanently close this account.

3.5.5 The following automobile: 2001 Toyota. The Wife shall become solely obligated for all payments due or which may become due for the use, operation, maintenance and financing thereof, and shall hold the Husband harmless thereon.

3.5.6 The Wife's 403(b) retirement account.

3.5.7 Any property acquired by the Wife prior to marriage or subsequent to the date of the parties' separation.

3.5.8 The Fidelity Roth IRA -8269 and Fidelity -1338 held in the wife's name.

~~3.5.9 Cash property settlement of $56,405 to equalize the property division payable by the husband to the wife. The Wife shall have a judgment against the Husband for this amount.~~

3.6 LIABILITIES TO BE PAID BY THE HUSBAND.

Unless otherwise provided herein, the Husband shall pay all liabilities incurred by him since the date of separation, which was April 15, 2009.

The Husband shall pay the following community or separate liabilities:

3.6.1 Any and all debt associated with Terrington Davies LLC, Terrington Davies Capital Management LLC, Terrington Davies Tanager Fund LP and Ptarmigan Fund whether said debt was incurred under the business names or the husband's name personally.

3.6.2 The Citibank Student Loan account -1125-70 (Ex 3(b), p. 16, Ex 297.

3.6.3 The following debts:

- Amazon.com Chase account -7314 (Exhibit 286)
- Slate Chase acct -6457 (Ex 287)
- AAA Chase acct – 3915 (Ex 288-89)
- Discover acct -0579 (Ex 290-92)
- Citicard -4425 (Ex 293)

- MIT Worldpoints Bank of America -7336 (Ex 294)

3.6.4 All debts in his name only.

If for any reason the Wife must pay on or has collection taken against her on debts payable by the Husband, the Wife may seek a judgment against the Husband for any amounts she has paid, plus reasonable attorney's fees and court costs. Said judgment may be obtained under this cause number by proof from affidavit on the Family Law Motions Calendar unless the Judge/Commissioner determines to set the matter for testimonial hearing.

If said debts are not so maintained, the Wife shall request the specific sums necessary for maintaining said debts from the Husband and he shall pay these amounts to her as a part of the Court's order for support. The Wife shall in turn make said debt payments. If this fails, the Wife may apply to this Court for judgment against the Husband for these amounts, which judgment may then be enforced by the Wife for the repayment of community debts. Because this paragraph is in lieu of maintenance, these debts may not be discharged in bankruptcy.

The assumption of indebtedness by the Husband above is necessary for the maintenance and support of the Wife and shall be considered a duty directly related to her support; provided, however, that payment of said debts shall not be considered deductible as alimony for income tax purposes by the Husband, nor includable as income by the Wife. The Husband's assumption of indebtedness, however, shall not be dischargeable in bankruptcy so as to allow a third-party creditor to claim against the Wife. Furthermore, the remarriage or death of either party shall not affect or terminate the Husband's obligation to pay these debts.

3.7 LIABILITIES TO BE PAID BY THE WIFE.

Unless otherwise provided herein, the Wife shall pay all liabilities incurred by her since the date of separation, which was April 15, 2009.

The Wife shall pay the following community or separate liabilities:

3.7.1 American express account in wife's name.

3.7.2 Alaska Airlines Visa -7563 and -5286.

3.7.3 U.S. Airways MC.

3.7.4 Citibank mortgages -4673 and -7606.

3.7.5 The SallieMae student loan account -3578-9.

3.8 HOLD HARMLESS PROVISION.

Each party shall hold the other party harmless from any collection action relating to separate or community liabilities set forth above, including reasonable attorney's fees and costs incurred in defending against any attempts to collect an obligation of the other party.

3.9 MAINTENANCE.

Neither party shall pay maintenance to the other.

3.10 CONTINUING RESTRAINING ORDER

A continuing restraining order is entered as follows:

[x] The [x] husband [ ] wife is restrained and enjoined from disturbing the peace of the other party.

[x] The [x] husband [ ] wife is restrained and enjoined from going onto the grounds of or entering the home, work place or school of the other party, or the day care or school of the following named children: Alexandra or Naomi Grossman except as set forth in the Parenting Plan under this cause #.

[x] The [x] husband [ ] wife is restrained and enjoined from knowingly coming within or knowingly remaining within (distance) 500 feet of the home, work place or school of the other party, or the day care or school of these children: Alexandra or Naomi Grossman except as set forth in the Parenting Plan under this cause #.

[x] Adam Grossman is restrained and enjoined from molesting, assaulting, harassing, or stalking Jill Borodin . (The following firearm restrictions apply if this box is checked: Effective immediately and continuing as long as this continuing restraining order is in effect, the restrained person may not possess a firearm or ammunition. 18 U.S.C. § 922(g)(8). A violation of this federal firearms law carries a maximum possible penalty of 10 years in prison and a $250,000 fine. An exception exists for law enforcement officers and military personnel when carrying department/government-issue firearms. 18 U.S.C. § 925(a)(1).)

Violation of a Restraining Order in Paragraph 3.8 With Actual Knowledge of its Terms Is a Criminal Offense Under Chapter 26.50 RCW and Will Subject the Violator to Arrest. RCW 26.09.060.

[x] **Clerk's Action**. The clerk of the court shall forward a copy of this order, on or before the next judicial day, to: Seattle Police Department law enforcement agency which shall enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants. **(A law enforcement information sheet must be completed by the party or the party's attorney and provided with this order before this order will be entered into the law enforcement computer system.)**

Service

[x] The restrained party or attorney appeared in court or signed this order; service of this order is not required.

[ ] The restrained party or attorney did not appear in court; service of this order is required.

The protected party must arrange for service of this order on the restrained party. File the original Return of Service with the clerk and provide a copy to the law enforcement agency listed above.

Expiration

This restraining order expires on: (month/day/year) December 14, 2020.

This restraining order supersedes all previous temporary restraining orders in this cause number.

[x] Any temporary restraining order signed by the court in this cause number is terminated. ***Clerk's Action***. The clerk of the court shall forward a copy of this order, on or before the next judicial day, to: Seattle Police Department law enforcement agency where ***Petitioner*** resides which shall enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants.

Full Faith and Credit

Pursuant to 18 U.S.C. § 2265, a court in any of the 50 states, the District of Columbia, Puerto Rico, any United States territory, and any tribal land within the United States shall accord full faith and credit to the order.

3.11 PROTECTION ORDER.

Does not apply.

3.12 JURISDICTION OVER THE CHILDREN.

The Court has jurisdiction over the children as set forth in the Findings of Fact and Conclusions of Law.

3.13 PARENTING PLAN.

The parties shall comply with the Permanent Parenting Plan signed by the Court on this date. The Parenting Plan signed by the Court is approved and incorporated as part of this Decree.

3.14 CHILD SUPPORT.

Child support shall be paid in accordance with the Order of Child Support signed by the Court on this date. This Order is incorporated as part of this Decree.

3.15 ATTORNEY'S FEES, OTHER PROFESSIONAL FEES AND COSTS.

Attorney's fees shall be awarded to the Wife based on the husband's intransigence in this matter in failing to provide discovery concerning his businesses. The Wife's financial expert, Steven Kessler, testified that he was unable to render an opinion of value of the Husband's businesses because the Husband refused to provide the requested documentation. Counsel for the Wife shall submit an attorney fee declaration within 10 days of the date of this order and the court shall determine the reasonable fee award

3.16 NAME CHANGES.

Does not apply.

3.17 OTHER. [illegible]

3.17.1 Undisclosed Debts. Any debt or obligation, not specifically awarded herein, incurred by either party, shall be the sole and separate obligation of the party who incurred it and who failed to disclose it in this Decree. If an undisclosed debt was incurred by the parties jointly, then the parties shall remain jointly liable.

3.17.2 Undisclosed Assets. There are no known assets (i.e., bank accounts, retirement accounts, investment accounts, etc.) which have not been divided by the parties prior to the date of this Decree or by this Decree. Any assets owned by the parties on the date of this Decree which either party has failed to disclose shall be divided 50/50 by the court upon motion by either party.

3.17.3 Revocation of Wills, Powers of Attorney and Other Instruments. All previous wills, powers of attorney, contracts and community property agreements between the parties hereto are hereby revoked and the parties are prohibited from exercising same.

3.17.4 Federal Income Tax. The parties shall file separately for the year 2010. The Wife shall claim the interest deduction for all house payments made on the Seattle house during tax year 2010. In the event that any prior income tax returns of the parties should be audited for any year during the marriage, any additional tax found to be due (including penalties and interest) shall be paid equally 50/50 by the parties, and any refund due shall be divided 50/50.

3.17.5 Warranty Against Liens. Each party warrants to the other that there are no undisclosed liens, encumbrances, or defects of title attached to or affecting any of the property awarded to the other party herein. Should any encumbrances, liens or clouds of title created or incurred prior to the date of recording this Decree exist but not be disclosed herein, the party incurring the encumbrance, lien or clouds of title shall be responsible and shall pay all costs (including attorney's fees) for removing the lien, encumbrance or cloud of title from the property. Should the encumbrance, lien or cloud of title have been acquired or incurred jointly, each party shall pay for one-half of the encumbrance, lien or cloud of title and one-half of the attorney's fees and costs incurred in removing the encumbrance, lien or cloud of title from the property.

3.17.6 Performance of Necessary Acts. Each party shall execute any and all deeds, bills of sale, endorsements, forms, conveyances or other documents, and perform any act which may be required or necessary to carry out and effectuate any and all of the purposes and provisions herein set forth. Upon the failure of either party to execute and deliver any such deed, bill of sale, endorsement, form, conveyance or other document to the other party, the Decree shall constitute and operate as such properly executed document. The County Auditor and any and all other public and private officials are authorized and directed to accept the Decree or a properly certified copy thereof in lieu of the document regularly required for the conveyance or transfer.

3.17.7 **Protective order for wife's confidential health care records**. Testimony revealed that the husband had obtained confidential health care records belonging to the Wife associated with marital therapy. Mr. Grossman is ordered to immediately turn over all copies in his possession to Rabbi Borodin's attorney any documents in his possession or over which he has control related to marital counseling or any other medical or mental health record. Mr. Grossman shall destroy and confirm in a sworn statement to Rabbi Borodin that he has destroyed all electronic versions of any health care records. The making of additional copies shall be prohibited, in any format or means, including digitization, scanning, Xeroxing, photographing, etc., except as stated above.

DATED: 12/14/10

JUDGE MARIANE SPEARMAN

Petitioner or Petitioner's Attorney:
A signature below is actual notice of this order.
[X] Presented by:

MICHAEL W. BUGNI & ASSOC., PLLC

KARMA L. ZAIKE, WSBA#31037
Attorney for Petitioner/Wife
Date: 12/14/2010

JILL L. BORODIN,
Petitioner/Wife
Date: Dec 14, 2010

Respondent or Respondent's Attorney:
A signature below is actual notice of this order.
[X] Approved for Entry:
[X] Notice for presentation waived:

I have not read this.

EMILY J. TSAI, WSBA #21180
Attorney for Respondent/Husband
Date: 12/14/10

ADAM R. GROSSMAN,
Respondent/Husband
Date: 14 Dec 2010

09-3-02955-9 DOS 4-15-09

	ASSETS & DEBTS	Exhibit #	Gross Value	Liens & Encumbrances	NET VALUE	TO WIFE		TO HUSBAND	
						COMM	SEPARATE	COMM	SEPARATE
1	6821 39th Ave NE, Seattle	3b	480,000	600,629	-120,629	-120,629			
2	868 Montcrest, Redding, CA	3	227,500		227,500	227,500			
3	20710 Glenview Dr, Cottonwd, CA	3	264,500		264,500			264,500	
4	1679 Strauss Lane, Redding, CA		x		x				x
5	773 Metro Street, Redding, CA		x		x				x
6	Wife's retirement fund	69	152,581		152,581	124,846	27,735		
7	Citibank student loan	3b	-69,201		-69,201			-69,201	
8	Sallie Mae student loan	3b	-66,253		-66,253	-66,253			
9	Amazon.com Chase #7314	286	-5,114		-5,114			-5,114	
10	Slate Chase #6457	287	-5,243		-5,243			-5,243	
11	AAA Chase #3915	289	-24,807		-24,807			-24,807	
12	Discover #0579	270	-7,205		-7,205			-7,205	
13	Citicard #4425	293	-1,832		-1,832			-1,832	
14	MIT BOA #7336	294	-36,552		-36,552				-36,552
15	Costco AmEx	31	-124		-124	-124			
16	AA Visa #7563	31	-9,985		-9,985	-9,985			
17	AA Visa #5286	31	-3,281		-3,281	-3,281			
18	US Air MC #7694	31	-873		-873	-873			
19					0				
20					0				
21					0				
22					0				
23					0				
24					0				
25					0				
26					0				
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44					0				
45					0				
46					0				
47					0				
48					0				
49					0				
50					0				
TOTALS - ALL COLUMNS			894,111	600,629	293,482	151,201	27,735	151,098	-36,552
TOTALS - COMMUNITY ONLY					302,299	151,201		151,098	
					MARITAL LIEN >	-52		52	

Wife's percentage (entered by user)	50.0%	Each party's total dollars	151,150		151,150
Husband's percentage (automatic)	50.0%	Each party's percentage	50%		50%

Reimbursements owed *outside the division of community property*:

Husband owes wife:		
Husband owes wife:		
Husband owes wife:		
Wife owes husband:		
Wife owes husband:		
Wife owes husband:		
FINAL TRANSFER PAYMENT = MARITAL LIEN + SUM OF REIMBURSEMENTS >	-52	52